

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	06/07/2010
RESUBMIT DOCUMENT ID:	900664914
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BitCentral, Inc.		06/04/2010	Corporation: CALIFORNIA

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
AnyTime TV, Inc.	06/04/2010	Corporation: CALIFORNIA

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	BitCentral, Inc.
Street Address:	4340 Von Karman, Suite 400
City:	Newport Beach
State/Country:	CALIFORNIA
Postal Code:	92660
Entity Type:	Corporation: CALIFORNIA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2886961	

CORRESPONDENCE DATA

Fax Number: 9497254100
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 9497254000
Email: amina@stradlinglaw.com
Correspondent Name: Arnold V Mina
Address Line 1: Stradling Yocca Carlson & Rauth
Address Line 2: 660 Newport Center Drive, Suite 1600
Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER:	102552-0008
NAME OF SUBMITTER:	Arnold V Mina

SIGNATURE:	/Arnold V Mina/
DATE SIGNED:	01/21/2022
Total Attachments: 17 source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page1.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page2.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page3.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page4.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page5.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page6.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page7.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page8.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page9.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page10.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page11.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page12.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page13.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page14.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page15.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page16.tif source=Merge out BitCentral Inc. into AnyTime TV and Name Change to BITCENTRAL Inc#page17.tif	

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of the State of California

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AGREEMENT OF MERGER

THIS AGREEMENT OF MERGER ("Agreement") is entered into between AnyTime TV, Inc., a California corporation ("Surviving Corporation") and BitCentral, Inc., a California corporation ("BitCentral" and "Disappearing Corporation"), with regard to the following facts and circumstances:

A. BitCentral is duly organized, existing and in good standing under the laws of the State of California and has 80,000,000 authorized shares of common stock and 20,000,000 authorized shares of preferred stock, and 21,000,000 issued and outstanding shares of common stock and 4,500,000 issues and outstanding shares of preferred stock.

B. Surviving Corporation is duly organized, existing and in good standing under the laws of the State of California and has 100,000,000 shares of authorized common stock and 1,304,461 shares of authorized preferred stock, of which 30,000,000 shares of common stock and 1,304,461 shares of preferred stock are outstanding.

NOW THEREFORE, Surviving Corporation and Disappearing Corporation agree as follows:

1. Disappearing Corporation shall be merged with and into Surviving Corporation, which shall survive the merger (the "Merger"). Disappearing Corporation's separate existence shall cease on the effective date of the Merger (the "Effective Date"). Without any other transfer or documentation, on the Effective Date, Surviving Corporation shall (i) succeed to all of Disappearing Corporation's rights and property, and (ii) be subject to all Disappearing Corporation's liabilities and obligations. After the Effective Date, Surviving Corporation's proper officers and directors may perform any and all acts necessary or desirable to vest or confirm Surviving Corporation's possession of and title to any property or rights of the Disappearing Corporation, or otherwise carry out the purpose of this Agreement, including without limitation the execution and delivery of deeds, assurances, assignments or other instruments.

2. At the Effective Date, by virtue of the Merger and without any action on the part of Surviving Corporation, BitCentral or the holders of any of the following securities:

2.1 Each share of BitCentral's common stock issued and outstanding immediately prior to the Effective Date shall be automatically be cancelled without consideration.

2.2 Each share of BitCentral's preferred stock (each, a "BitCentral Preferred Share") issued and outstanding immediately prior to the Effective Date shall automatically be cancelled and retired and shall cease to exist, and the holder of a stock certificate that, immediately prior to the Effective Date, represented issued and outstanding BitCentral Preferred Shares shall cease to have any rights with respect thereto, except the right to receive, upon the surrender of such certificates and upon the terms and subject to the conditions set forth in this Agreement, for each BitCentral Preferred Share, 2.60892 shares of Surviving Corporation preferred stock (each, an "Surviving Corporation Preferred Share").

3. No certificate or scrip representing fractional Surviving Corporation Common Shares or Surviving Corporation Preferred Shares shall be issued upon the surrender of certificates formerly representing BitCentral Common Shares, BitCentral Preferred Shares, or otherwise in the Merger.

4. Each issued and outstanding share of capital stock of the Surviving Corporation shall remain issued and outstanding at the Effective Date.

5. At the Effective Date, Surviving Corporation's Articles of Incorporation shall be amended and restated to be as set forth on Exhibit A attached hereto and incorporated by reference as if fully set forth herein.

6. Surviving Corporation's Bylaws shall continue to be the Bylaws of the Corporation which name shall be changed to BitCentral, Inc. upon filing of the Agreement of Merger.

7. The Board of Directors of Surviving Corporation shall consist of the following persons, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be: Fredric Fourcher, Stephen Petilli, David Beddow, Charles Chu and Camille Jayne.

8. The officers of Surviving Corporation shall remain the Officers of Surviving Corporation without change as a result of the Merger, until the earlier of their resignation or removal or until their respective successors are duly elected and qualified, as the case may be.

9. Provided this Agreement is not abandoned, the Effective Date shall be at the close of business on the date when this Agreement, with officers' certificates of approval attached, is duly filed in the office of the California Secretary of State in accordance with California Corporations Code Section 1103.

10. At any time prior to the Effective Date, this Merger may be abandoned without further obligation or liability by action of the Board of Directors of either the Surviving Corporation or the Disappearing Corporation, notwithstanding approval of the Merger by their shareholders.

11. This Agreement may be executed in any number of counterparts, each of which shall constitute an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by the respective duly authorized officers, as of the 4th day of June, 2010.

ANYTIME TV, INC., a California corporation

By: [Signature] / CEO
Name: Fredric Forcher
Its: Chief Executive Officer

By: [Signature]
Name: Stephen Petilli
Its: Secretary

BITCENTRAL, INC., a California corporation

By: [Signature] / CEO
Name: Fredric Forcher
Its: Chief Executive Officer

By: [Signature]
Name: Stephen Petilli
Its: Secretary

EXHIBIT A
RESTATED
ARTICLES OF INCORPORATION
OF
ANYTIME TV, INC.

ARTICLE I

The name of the corporation is BITCENTRAL, INC.

ARTICLE II

The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of California (the "General Corporation Law") other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

A. Classes of Stock. This corporation is authorized to issue two classes of stock to be designated, respectively, "Common Stock" and "Preferred Stock." The total number of shares that this corporation is authorized to issue is Two Hundred Thirteen Million Forty-Four Thousand Six Hundred One (213,044,601) shares. Two Hundred Million (200,000,000) shares shall be Common Stock and Thirteen Million Forty-Four Thousand Six Hundred One (13,044,601) shares shall be Preferred Stock, each with a par value of \$0.001 per share.

B. Rights, Preferences, Privileges and Restrictions of Preferred Stock. The Preferred Stock authorized by these Restated Articles of Incorporation ("Restated Articles") may be issued from time to time in one or more series. The rights, preferences, privileges, and restrictions granted to and imposed on the Series A Preferred Stock, which series shall consist of Thirteen Million Forty-Four Thousand Six Hundred One (13,044,601) shares (the "Series A Preferred Stock") are as set forth below in this Article III(B).

The Board of Directors is hereby authorized to fix or alter the rights, preferences, privileges and restrictions granted to or imposed upon additional series of wholly unissued Preferred Stock, and the number of shares constituting any such series and the designation thereof, or of any of them. Subject to compliance with applicable protective voting rights which have been or may be granted to the holders of Preferred Stock or series thereof in Certificates of Determination or the corporation's Articles of Incorporation ("Protective Provisions"), but notwithstanding any other rights of the Preferred Stock or any series thereof, the rights, preferences, privileges and restrictions of any such additional series may be subordinated to, pari passu with (including, without limitation, inclusion in provisions with respect to liquidation and acquisition preferences, redemption and/or approval of matters by vote or written consent), or senior to any of those of any present or future class or series of Preferred or Common Stock. Subject to compliance with applicable Protective Provisions, the Board of Directors is also authorized to increase or decrease the number of shares of any series, prior or subsequent to the

original issue of that series, but not below the number of shares of such series then outstanding. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status which they had prior to the adoption of the resolution originally fixing the number of shares of such series.

1. Dividend Provisions.

(a) Subject to the rights of any series of Preferred Stock which may from time to time come into existence, the holders of shares of Series A Preferred Stock shall be entitled to receive cash dividends at an annual rate equal to 8% of the Original Series A Issue Price (as defined in Article III, Paragraph B(2)(a)), out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of this corporation) on the Common Stock of this corporation, payable when, as, and if declared by the Board of Directors. Such dividends shall not be cumulative and no right shall accrue to holders of Series A Preferred Stock by reason of the fact that dividends on such shares are not declared or paid in any prior year.

(b) After payment of any dividends pursuant to Section 1(a), any additional dividends shall be distributed among all holders of Common Stock and all holders of Series A Preferred Stock in proportion to the number of shares of Common Stock which would be held by each such holder if all shares of such Preferred Stock were converted to Common Stock at the then effective conversion rate for such Preferred Stock.

2. Liquidation Merger, Consolidation.

(a) In the event of any liquidation, dissolution or winding up of this corporation, either voluntary or involuntary, the holders of Series A Preferred Stock shall be entitled to receive, prior and in preference to any distribution of any of the assets of this corporation to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the sum of (A) \$0.38330004 (the "Original Series A Issue Price") for each outstanding share of Series A Preferred Stock, and (B) in each case, an amount equal to all declared but unpaid dividends on each such share (subject to adjustment of such fixed dollar amounts for any stock splits, stock dividends, combinations, recapitalizations or the like). If upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A Preferred Stock shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of this corporation legally available for distribution to stockholders shall be distributed ratably among the holders of the Series A Preferred Stock in proportion to the full preferential amount each such holder is otherwise entitled to receive under this subsection (a).

(b) Upon completion of the distribution required by subsection (a) of this Section 2, all of the remaining assets of this corporation available for distribution to stockholders shall be distributed among the holders of Common Stock pro rata based on the number of shares of Common Stock held by each.

(c) (i) For purposes of this Section 2, a liquidation, dissolution or winding up of this corporation shall be deemed to be occasioned by, or to include (unless the holders of at least sixty-six and two-thirds percent (66 2/3%) of the Series A Preferred Stock, with voting rights determined in accordance with Section 5 below, shall determine otherwise), (A) the acquisition of this corporation by another entity by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation) that results in the transfer of fifty percent (50%) or more of the outstanding voting power of this corporation; or (B) a sale of all or substantially all of the assets of this corporation.

(ii) In any of such events, if the consideration received by this corporation is other than cash, its value will be deemed its fair market value. Any securities shall be valued as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability covered by (B) below:

(1) If traded on a securities exchange or through the Nasdaq Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) day period ending three (3) days prior to the closing;

(2) If actively traded over-the-counter, the value shall be deemed to be the average of the closing bid or sale prices (whichever is applicable) over the thirty (30) day period ending three (3) days prior to the closing; and

(3) If there is no active public market, the value shall be the fair market value thereof; as mutually determined by this corporation and the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then outstanding shares of Preferred Stock.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a stockholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above in (A)(1), (2) or (3) to reflect the approximate fair market value thereof, as mutually determined by this corporation and the holders of at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then outstanding shares of Preferred Stock.

(iii) In the event the requirements of this subsection 2(c) are not complied with, this corporation shall forthwith either:

(A) cause such closing to be postponed until such time as the requirements of this Section 2 have been complied with; or

(B) cancel such transaction, in which event the rights, preferences and privileges of the holders of the Series A Preferred Stock shall revert to and be the same as such rights, preferences and privileges existing immediately prior to the date of the first notice referred to in subsection 2(c)(iv) hereof.

(iv) This corporation shall give each holder of record of Series A Preferred Stock written notice of such impending transaction not later than twenty (20) days prior to the stockholders' meeting called to approve such transaction, or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the impending transaction and the provisions of this Section 2, and this corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after this corporation has given the first notice provided for herein or sooner than ten (10) days after this corporation has given notice of any material changes provided for herein; provided, however, that such periods may be shortened upon the written consent of the holders of Preferred Stock that are entitled to such notice rights or similar notice rights and that represent at least sixty-six and two-thirds percent (66 2/3%) of the voting power of all then outstanding shares of such Preferred Stock.

3. Redemption.

(a) At any time within ninety (90) days after the receipt by this corporation of a vote from the holders of not less than a majority of the then outstanding Series A Preferred Stock that all shares of Series A Preferred Stock be redeemed, and concurrently with surrender by such holders of the certificates representing such shares, this corporation shall, to the extent it may lawfully do so, redeem in two equal installments, the first of which shall occur on a date determined by this corporation during such 90-day period (the "Initial Redemption Date") and the second of which shall occur on the first anniversary of the Initial Redemption Date (each such payment date being referred to herein as a "Redemption Date"), all of the then outstanding shares of Series A Preferred Stock by paying in cash therefor a sum per share equal to \$0.38330004 per each outstanding share of Series A Preferred Stock (as adjusted for any stock splits, stock dividends, recapitalizations or the like) plus all declared but unpaid dividends on each such share (the "Series A Redemption Price").

(b) At least fifteen (15) but no more than thirty (30) days prior to a Redemption Date, written notice shall be mailed, first class postage prepaid, to each holder of record (at the close of business on the business day next preceding the day on which notice is given) of the Preferred Stock to be redeemed under this Section 3, at the address last shown on the records of this corporation for such holder, (i) notifying such holder of the redemption to be effected on the applicable Redemption Date, specifying the number of shares to be redeemed from such holder, the Redemption Date, the Series A Redemption Price, the place at which payment may be obtained and calling upon such holder to surrender to this corporation, in the manner and at the place designated, his, her or its certificate or certificates representing the shares to be redeemed and (ii) notifying any holder not already participating in such redemption of its rights, subject to the requirements of subsection 3(a) hereof, as applicable, to participate in such redemption (the "Redemption Notice"). Except as provided in subsection (3)(c), on or after a Redemption Date, each holder of Preferred Stock to be redeemed on such Redemption Date shall surrender to this corporation the certificate or certificates representing such shares, in the manner and at the place designated in the Redemption Notice, and thereupon the applicable Redemption Price of such shares shall be payable to the order of the person whose name appears on such certificate or certificates as the owner thereof and each surrendered certificate shall be cancelled.

(c) From and after each Redemption Date, unless there shall have been a default in payment of the Series A Redemption Price, all rights of the holders of shares of Preferred Stock designated for redemption on such Redemption Date in the Redemption Notice (except the right to receive the applicable Series A Redemption Price without interest upon surrender of their certificate or certificates) shall cease with respect to such shares, and such shares shall not thereafter be transferred on the books of this corporation or be deemed to be outstanding for any purpose whatsoever. If the funds of this corporation legally available for redemption of shares of Series A Preferred Stock on a Redemption Date are insufficient to redeem the total number of such shares of Preferred Stock to be redeemed on such date, those funds that are legally available will be used to redeem the maximum possible number of such shares ratably among the holders of such shares to be redeemed such that each holder of a share of Series A Preferred Stock receives the same percentage of the applicable Series A Redemption Price. The shares of Series A Preferred Stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein. At any time thereafter when additional funds of this corporation are legally available for the redemption of shares of Series A Preferred Stock, such funds will immediately be used to redeem the balance of the shares that this corporation has become obliged to redeem on any Redemption Date but that it has not redeemed.

4. Conversion. The holders of the Series A Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) Right to Convert. Each share of Series A Preferred Stock shall be convertible, at the option of the holder thereof, at any time after the date of issuance of such share, and on or prior to the fifth business day prior to the applicable Redemption Date, if any, as may have been fixed in any Redemption Notice with respect to such shares, at the office of this corporation or any transfer agent for such stock, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Original Series A Issue Price by the Conversion Price applicable to such share, determined as hereafter provided, in effect on the date the certificate is surrendered for conversion. The initial Conversion Price per share for shares of Series A Preferred Stock shall be the Original Series A Issue Price; provided, however, that the Conversion Price for the Series A Preferred Stock shall be subject to adjustment as set forth in subsections 4(d), 4(e) and 4(g) (the "Series A Conversion Price").

(b) Automatic Conversion. Each share of Series A Preferred Stock shall automatically be converted into shares of Common Stock at the Series A Conversion Price at the time in effect for such Preferred Stock immediately upon the earlier of (i) this corporation's sale of its Common Stock in a firm commitment underwritten public offering pursuant to a registration statement on Form S-1 or Form SB-2 under the Securities Act of 1933, as amended (the "Act"), the public offering price of which was not less than \$20,000,000 in the aggregate or (ii) the date specified by vote or written consent of the holders of a majority of the then outstanding shares of Series A Preferred Stock, with voting power determined as provided in Section 5 below.

(c) Mechanics of Conversion. Before any holder of Preferred Stock shall be entitled to convert the same into shares of Common Stock, such holder shall surrender the certificate or certificates therefor, duly endorsed, at the office of this corporation or of any transfer agent for the Preferred Stock, and shall give written notice to this corporation at its

principal corporate office, of the election to convert the same and shall state therein the name or names in which the certificate or certificates for shares of Common Stock are to be issued. This corporation shall, as soon as practicable thereafter, issue and deliver at such office to such holder of Preferred Stock, or to the nominee or nominees of such holder, a certificate or certificates for the number of shares of Common Stock to which such holder shall be entitled as aforesaid. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of Preferred Stock to be converted, and the person or persons entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Common Stock as of such date. If the conversion is in connection with an underwritten offering of securities registered pursuant to the Securities Act of 1933, the conversion may, at the option of any holder tendering Preferred Stock for conversion, be conditioned upon the closing with the underwriters of the sale of securities pursuant to such offering, in which event the persons entitled to receive the Common Stock upon conversion of the Preferred Stock shall not be deemed to have converted such Preferred Stock until immediately prior to the closing of such sale of securities.

(d) Conversion Price Adjustments of Preferred Stock for Certain Dilutive Issuances, Splits and Combinations. The Conversion Price of the Series A Preferred Stock shall be subject to adjustment from time to time as follows:

(i) (A) If this corporation shall issue, after the date upon which any shares of Series A Preferred Stock were first issued (the "Purchase Date"), any Additional Stock (as defined below) without consideration or for a consideration per share less than the Conversion Price for such series in effect immediately prior to the issuance of such Additional Stock, the Conversion Price for such series in effect immediately prior to each such issuance shall forthwith (except as otherwise provided in this clause (i)) be adjusted to a price determined by, multiplying such Conversion Price by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to be issued pursuant to subsection 4(d)(i)(E)(1) or (2)) plus the number of shares of Common Stock that the aggregate consideration received by this corporation for such issuance would purchase at such Conversion Price; and the denominator of which shall be the number of shares of Common Stock outstanding immediately prior to such issuance (including shares of Common Stock deemed to be issued pursuant to subsection 4(d)(i)(E)(1) or (2)) plus the number of shares of such Additional Stock.

(B) No adjustment of the Conversion Price for the Series A Preferred Stock shall be made in an amount less than one cent per share, *provided* that adjustments that are not required to be made by reason of this sentence shall be carried forward and shall be either taken into account in any subsequent adjustment made prior to three (3) years from the date of the event giving rise to the adjustment being carried forward, or shall be made at the end of three (3) years from the date of the event giving rise to the adjustment being carried forward. Except to the limited extent provided for in subsections (E)(3) and (E)(4), no adjustment of such Conversion Price pursuant to this subsection 4(d)(i) shall have the effect of increasing the Conversion Price above the Conversion Price in effect immediately prior to such adjustment.

(C) In the case of the issuance of Common Stock for cash, the consideration shall be deemed to be the amount of cash paid therefor before deducting any reasonable discounts, commissions or other expenses allowed, paid or incurred by this corporation for any underwriting or otherwise in connection with the issuance and sale thereof.

(D) In the case of the issuance of the Common Stock for a consideration in whole or in part other than cash, the consideration other than cash shall be deemed to be the fair value thereof as determined by the Board of Directors irrespective of any accounting treatment.

(E) In the case of the issuance (whether before, on or after the applicable Purchase Date) of options to purchase or rights to subscribe for Common Stock, securities by their terms convertible into or exchangeable for Common Stock or options to purchase or rights to subscribe for such convertible or exchangeable securities, the following provisions shall apply for all purposes of this subsection 4(d)(1) and subsection 4(d)(ii):

(1) The aggregate maximum number of shares of Common Stock deliverable upon exercise (assuming the satisfaction of any conditions to exercisability, including without limitation, the passage of time, but without taking into account potential antidilution adjustments) of such options to purchase or rights to subscribe for Common Stock shall be deemed to have been issued at the time such options or rights were issued and for a consideration equal to the consideration (determined in the manner provided in subsections 4(d)(1)(C) and (d)(1)(D)), if any, received by this corporation upon the issuance of such options or rights plus the minimum exercise price provided in such options or rights (without taking into account potential antidilution adjustments) for the Common Stock covered thereby.

(2) The aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange (assuming the satisfaction of any conditions to convertibility or exchangeability, including, without limitation, the passage of time, but without taking into account potential antidilution adjustments) for, any such convertible or exchangeable securities or upon the exercise of options to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof shall be deemed to have been issued at the time such securities were issued or such options or rights were issued and for a consideration equal to the consideration, if any, received by this corporation for any such securities and related options or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by this corporation (without taking into account potential antidilution adjustments) upon the conversion or exchange of such securities or the exercise of any related options or rights (the consideration in each case to be determined in the manner provided in subsections 4(d)(i)(C) and (d)(i)(D)).

(3) In the event of any change in the number of shares of Common Stock deliverable or in the consideration payable to this corporation upon exercise of such options or rights or upon conversion of or in exchange for such convertible or exchangeable securities, including, but not limited to, a change resulting from the antidilution provisions thereof (unless such options or rights or convertible or exchangeable securities were merely deemed to be included in the numerator and denominator for purposes of determining the

number of shares of Common Stock outstanding for purposes of subsection 4(d)(i)(A)), the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities, shall be recomputed to reflect such change, but no further adjustment shall be made for the actual issuance of Common Stock or any payment of such consideration upon the exercise of any such options or rights or the conversion or exchange of such securities.

(4) Upon the expiration of any such options or rights, the termination of any such rights to convert or exchange or the expiration of any options or rights related to such convertible or exchangeable securities, the Conversion Price of the Series A Preferred Stock, to the extent in any way affected by or computed using such options, rights or securities or options or rights related to such securities (unless such options or rights were merely deemed to be included in the numerator and denominator for purposes of determining the number of shares of Common Stock outstanding for purposes of subsection 4(d)(i)(A)), shall be recomputed to reflect the issuance of only the number of shares of Common Stock (and convertible or exchangeable securities that remain in effect) actually issued upon the exercise of such options or rights, upon the conversion or exchange of such securities or upon the exercise of the options or rights related to such securities.

(5) The number of shares of Common Stock deemed issued and the consideration deemed paid therefor pursuant to subsections 4(d)(i)(E)(1) and (2) shall be appropriately adjusted to reflect any change, termination or expiration of the type described in either subsection 4(d)(i)(E)(3) or (4).

(ii) "Additional Stock" shall mean any shares of Common Stock issued (or deemed to have been issued pursuant to subsection 4(d)(i)(E)) by this corporation after the Purchase Date other than:

(A) Common Stock issued pursuant to a transaction described in subsection 4(d)(iii) hereof,

(B) up to an aggregate of Nine Million (9,000,000) shares (as adjusted for any transaction described in subsection 4(d)(iii) hereof) of Common Stock issued or issuable to directors, officers, employees or consultants of the corporation pursuant to options or warrants granted in connection with their service as directors of the corporation, their employment by the corporation or their retention as consultants by the corporation;

(C) additional shares of Common Stock issuable or issued to employees, consultants or directors of this corporation or to any strategic partner directly or pursuant to a stock option plan, restricted stock plan or other agreement approved by the Board of Directors of this corporation, including a majority of the directors elected by the holders of the Series A Preferred Stock pursuant to Section 5(b) hereof; or

(D) the issuance of securities pursuant to the conversion or exercise of convertible or exercisable securities (including, without limitation, all warrants to purchase shares of Common Stock outstanding as of the Purchase Date).

(iii) In the event this corporation should at any time or from time to time after the Purchase Date fix a record date for the effectuation of a split or subdivision of the outstanding shares of Common Stock or the determination of holders of Common Stock entitled to receive a dividend or other distribution payable in additional shares of Common Stock or other securities or rights convertible into, or entitling the holder thereof to receive directly or indirectly, additional shares of Common Stock (hereinafter referred to as "Common Stock Equivalents") without payment of any consideration by such holder for the additional shares of Common Stock or the Common Stock Equivalents (including the additional shares of Common Stock issuable upon conversion or exercise thereof), then, as of such record date (or the date of such dividend distribution, split or subdivision if no record date is fixed), the Conversion Price of the Series A Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase of the aggregate of shares of Common Stock outstanding and those issuable with respect to such Common Stock Equivalents.

(iv) If the number of shares of Common Stock outstanding at any time after the Purchase Date is decreased by a combination of the outstanding shares of Common Stock, then, following the record date of such combination, the Conversion Price for the Series A Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in outstanding shares.

(e) Other Distributions. In the event this corporation shall declare a distribution payable in securities of other persons, evidences of indebtedness issued by this corporation or other persons, assets (excluding cash dividends) or options or rights not referred to in subsection 4(d)(iii), then, in each such case for the purpose of this subsection 4(e), the holders of the Series A Preferred Stock shall be entitled to a proportionate share of any such distribution as though they were the holders of the number of shares of Common Stock of this corporation into which their shares of Series A Preferred Stock are convertible as of the record date fixed for the determination of the holders of Common Stock of this corporation entitled to receive such distribution.

(f) Recapitalizations. If at any time or from time to time there shall be a recapitalization of the Common Stock (other than a subdivision, combination or merger or sale of assets transaction provided for elsewhere in this Section 4 or Section 2), provision shall be made so that the holders of the Series A Preferred Stock shall thereafter be entitled to receive upon conversion of the Series A Preferred Stock the number of shares of stock or other securities or property of this corporation or otherwise, to which a holder of Common Stock deliverable upon conversion would have been entitled on such recapitalization. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 4 with respect to the rights of the holders of the Series A Preferred Stock after the recapitalization to the end that the provisions of this Section 4 (including adjustment of the Conversion Price then in effect and the number of shares purchasable upon conversion of the Series A Preferred Stock) shall be applicable after that event as nearly equivalent as may be practicable.

(g) No Impairment. This corporation will not, by amendment of its Articles of Incorporation or through any reorganization, recapitalization, transfer of assets,

consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by this corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Section 4 and in the taking of all such action as may be necessary or appropriate in order to protect the Conversion Rights of the holders of the Series A Preferred Stock against impairment.

(h) Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price of Series A Preferred Stock pursuant to this Section 4, this corporation, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Series A Preferred Stock a certificate setting forth such adjustment or readjustment and showing in detail the facts upon which such adjustment or readjustment is based. This corporation shall, upon the written request at any time of any holder of Series A Preferred Stock, furnish or cause to be furnished to such holder a like certificate setting forth (A) such adjustment and readjustment, (B) the Conversion Price for the Series A Preferred Stock at the time in effect, and (C) the number of shares of Common Stock and the amount, if any, of other property that at the time would be received upon the conversion of a share of Series A Preferred Stock.

(i) Notices of Record Date. In the event of any taking by this corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any dividend (other than a cash dividend) or other distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, this corporation shall mail to each holder of Series A Preferred Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.

(j) Reservation of Stock Issuable Upon Conversion. This corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A Preferred Stock, in addition to such other remedies as shall be available to the holder of Series A Preferred Stock, this corporation will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to this Restated Articles of Incorporation.

(k) Notices. Any notice required by the provisions of this Section 4 to be given to the holders of shares of Series A Preferred Stock shall be deemed given if deposited in the United States mail, postage prepaid, and addressed to each holder of record at his address appearing on the books of this corporation.

5. Voting Rights. The holder of each share of Series A Preferred Stock shall have the right to one vote for each share of Common Stock into which such share of Preferred Stock could then be converted, and with respect to such vote, such holder shall have full voting rights and powers equal to the voting rights and powers of the holders of Common Stock, and shall be entitled, notwithstanding any provision hereof, to notice of any stockholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote, together with holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote. Fractional votes shall not, however, be permitted and any fractional voting rights available on an as-converted basis (after aggregating all shares into which shares of Preferred Stock held by each holder could be converted) shall be rounded to the nearest whole number (with one-half being rounded upward).

6. Protective Provisions.

(a) Subject to the rights of any series of Preferred Stock which may from time to time come into existence, so long as at least fifty percent (50%) of the combined authorized number of shares of Series A Preferred Stock are outstanding, this corporation shall not without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of Series A Preferred Stock, with voting power determined as provided in Section 5 above:

- (i) effect any transaction described in Section 2(c)(i) above;
- (ii) authorize or issue, or obligate itself to issue, any other equity security, including any other security convertible into or exercisable for any equity security having a preference over, or being on a parity with, the Series A Preferred Stock with respect to dividends, liquidation, redemption, conversion or voting;
- (iii) redeem, purchase or otherwise acquire (or pay into or set aside for a sinking fund for such purpose) any share or shares of Preferred Stock or Common Stock; provided, however, that this restriction shall not apply to the repurchase of shares of Common Stock from employees, officers, directors, consultants or other persons performing services for this corporation or any subsidiary pursuant to agreements under which this corporation has the option to repurchase such shares at cost upon the occurrence of certain events, such as the termination of employment, provided that such repurchase is approved by this corporation's Board of Directors;
- (iv) increase or decrease (other than by redemption or conversion) the total number of authorized shares of Series A Preferred Stock;
- (v) alter or amend the Restated Articles or bylaws so as to affect adversely the Series A Preferred Stock;
- (vi) liquidate, dissolve or wind up this corporation;
- (vii) pay any dividends on Common Stock (other than dividends payable solely in Common Stock);

(viii) dispose of the corporation's assets other than in the normal course of business; or

(ix) merge or consolidate with any other third party in a transaction valued at greater than \$10 million.

7. Status of Redeemed or Converted Stock. In the event any shares of Series A Preferred Stock shall be redeemed or converted pursuant to Section 3 or Section 4 hereof, the shares so redeemed or converted shall be cancelled and shall not be issuable by this corporation. The Restated Articles of this corporation shall be appropriately amended to effect the corresponding reduction in this corporation's authorized capital stock.

C. Common Stock. The rights, preferences, privileges and restrictions granted to and imposed on the Common Stock are as set forth below in this Article III(C).

1. Dividend Rights. Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors, out of any assets of this corporation legally available therefor, such dividends as may be declared from time to time by the Board of Directors.

2. Liquidation Rights. Upon the liquidation, dissolution or winding up of this corporation, the assets of this corporation shall be distributed as provided in Section 2 of Division (B) of Article III hereof.

3. Redemption. The Common Stock is not redeemable.

4. Voting Rights. The holders of each share of Common Stock shall have the right to one vote for each such share, and shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of this corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law.

ARTICLE IV

A. The liability of the directors of this corporation of monetary damages shall be eliminated to the fullest extent permissible under California law.

B. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to the corporation and its shareholders.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this Certificate are true and correct of our own knowledge.

* * *

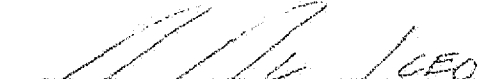
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

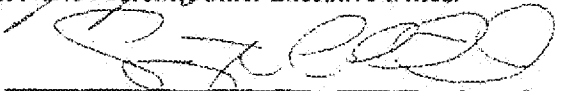
Fredric Fourcher and Stephen Petilli and certify that:

1. They are the Chief Executive Officer and the Secretary, respectively, of AnyTime TV, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation which equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There are two classes of shares and the number of shares outstanding entitled to vote on the Merger are 30,000,000 shares of Common Stock and 1,304,461 shares of Preferred Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: June 4, 2010


Fredric Fourcher, Chief Executive Officer


Stephen Petilli, Secretary

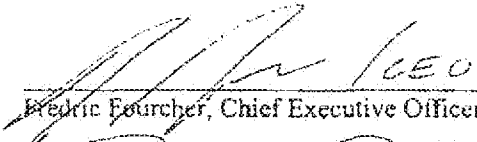
**CERTIFICATE OF APPROVAL
OF
AGREEMENT OF MERGER**

Fredric Fourcher and Stephen Petilli and certify that:

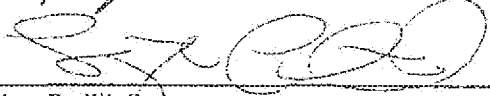
1. They are the Chief Executive Officer and the Secretary, respectively, of BitCentral, Inc., a California corporation.
2. The Agreement of Merger in the form attached was duly approved by the board of directors and shareholders of the corporation which equaled or exceeded the vote required.
3. The shareholder approval was by the holders of 100% of the outstanding shares of the corporation.
4. There are two classes of shares and the number of shares outstanding entitled to vote on the Merger are 21,000,000 shares of Common Stock and 4,500,000 shares of Preferred Stock.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

DATE: June 4, 2010



Fredric Fourcher, Chief Executive Officer



Stephen Petilli, Secretary

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